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A

STATEMENT OF FACTS,

CONCERNING THE

EDINBURGH THEATRE.

A

STATEMENT OF FACTS,

EXPLANATORY

OF

THE DISPUTE

BETWEEN

JOHN JACKSON AND STEPHEN KEMBLE,

RELATIVE TO THE

THEATRE ROYAL OF EDINBURGH.

BY J. JACKSON.

" Hear all, and then let Justice hold the scale.

EDINBURGH:
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FOR PETER HILL.
1792.


BRITISH MUSEUM

A

STATEMENT OF FACTS,

RELATIVE TO

Mr STEPHEN KEMBLE.

In anſwer to the various publications obtruded upon the world by Mr Stephen Kemble, aſſuming to himſelf the epithets of *liberality* and *candour* towards me, my only reply was, that I pledged myſelf to the public, to prove, in due time, that he merited the reverſe of both. My intention is not only to make known the ſecret ſprings of the tranſactions that have occurred during the *months* that Mr Kemble has been in Edinburgh, but to lay open and explain circumſtances, for *thirty years* back, at which period I became a ſervant of the public of this city. But in preparing that work, I find it will be ſome weeks yet before it can be complete; and as prejudices are ſcat-

tered around, and daily taking root, either devoid of all foundation, or totally ſubverſive of fact, I think it neceſſary to lay before the public, a ſeparate ſtatement of thoſe tranſactions only in which my own and Mr Kemble's conduct ſtand connected.

I CONSENTED that "Mr Kemble ſhould have a *joint* and an *equal* concern with me in the Theatres of Edinburgh and Glaſgow, for a year." Miſſives were exchanged, of which the following are copies:——

Edinburgh November 2. 1791.

SIR,

"I HEREBY agree to your having a joint and equal concern with me in the Edinburgh Theatre, for a year from this date, and authorize you to take the leaſe at the ſale today; and oblige myſelf to procure ſatisfactory ſecurity for half of the rent; the receipts to be equally divided weekly. After the leaſe is taken, we ſhall enter into a regular agreement on ſtamped paper; and if any difficulty occurs in adjuſting the ſame, or afterwards in relation to the buſineſs, it ſhall be referred entirely to the Dean of Faculty.

"IF

"If you incline you ſhall be entitled to the ſame ſhare in time coming, I having the like option of holding alſo a joint concern.

I am, Sir,

Your humble ſervant,

J. JACKSON."

Mr Stephen Kemble.

Edinburgh, November 2. 1791.

SIR,

"I HEREBY agree to your propoſal in your letter of this day's date; and to extend a regular deed on ſtamped paper accordingly.

I am,

Your obedient ſervant,

S. KEMBLE."

Mr J. Jackſon.

IT was agreed, that if the leaſe was procured, *both* our names ſhould be inſerted. It was accordingly taken by Mr Kemble, but in his *own name* only. This ought to have given me alarm; but I was lulled into ſecurity by the ſpeciouſneſs of his profeſſions to me, ignorant, as I then was, of thoſe aſſertions of ſo different a tendency, he was at the ſame time making to others.

THE very evening after the ſale was over*, Mr Kemble was heard to declare, "I have a-
"greed to receive Mr Jackſon as a partner,
"becauſe I thought I might be hampered
"with his claim upon the patent. But though
"I have admitted him apparently, I have vir-
"tually excluded him: For he is to give ſecu-
"rity, and I will accept of no ſecurity but
"ſuch as I know it is *not in his power to give.*
"It ſhall be *landed property*, or *money down;*
"and that not only to the extent of the rent
"and public burdens, but to any ſuppoſed
"amount for contingent loſs."

ON breakfaſting at my houſe, the following morning, our future arrangements were adjuſted, and every precaution that could be ſuggeſted by either party was taken, towards the eſtabliſhment of a permanent and good underſtanding.

THE mode of ſecurity on my ſide was ſettled. The engagements that had been previouſly entered into by me, were explained; and their ſalaries and ſituations, both actors and ſervants, affixed. The painting of the ſcenery,

* Wedneſday, November 2 .1791.

ſcenery, and neceſſary repairs of the Theatre, were adjuſted. The box which I had poſſeſſed for ten years was to be reſerved for me; another of the ſame dimenſions, and in the ſame ſituation, on the oppoſite ſide of the houſe, was to be fitted up for Mr Kemble; and the management of the company, behind the curtain, was to be undertaken by him.

BEFORE Mr Kemble's departure for Sheffield, he deſired to know to which of us letters or applications from performers, for engagements, ſhould be addreſſed. I informed him, that I was going into Wales, upon buſineſs; and that I wiſhed, for a time, till my other matters were arranged, to be relieved, as much as poſſible, from managerial cares: I therefore propoſed, that all letters ſhould be addreſſed to him. It was conſequently ſo inſerted in the next newſpapers*.

DURING this adjuſtment of our affairs, Mr Kemble's expreſſions were apparently ſo friendly, his claims to philanthropy ſo ſtrong, and his profeſſions of *candour* and *liberality* ſo laviſhly beſtowed, that I muſt confeſs myſelf totally

* Saturday, November 5.

totally thereby thrown off my guard. Had I not obviouſly been under the power of faſcination, I ſhould have ſaid, with *Sir Oliver Surface*,

" Too ceremonious by half."

When he boaſted of his magnificent ſcenery, that was to be brought for *our mutual uſe*, with no other expence but the carriage; when he magnified the vaſt advantages that muſt accrue from the exertions of the *friendſhip*, as well as the acting, of his brother, Mr John Kemble, who, he undertook, ſhould open the houſe; and when he dwelt upon the influence of his ſiſter's connections and attraction, could I ſuſpect that they were thus enumerated, without the leaſt intention of my being admitted to the ſmalleſt participation of advantage?

On the next day but one, Saturday November 5. at Mr Hallion's, after dinner, and previous to Mr Kemble's ſtepping into the mail coach, the *farce* was re-enacted. There the maſk of friendſhip was *thickly* worn: Cordiality, peace, and good fellowſhip, were to be the characteriſtics of our future union. Mr

Jackſon

Jackſon and Mr Kemble were to be equal and the ſame; equal in ſalaries, equal in benefits: and in order to provide for contingencies, *eight pounds* a-week each, was to be taken out, *to make the pot boil*, as Mr Kemble termed it. His rich wardrobe was to be joined *gratis* with that of mine; and other advantages, reſulting from the partnerſhip, were enumerated.

When the purport of this diſcourſe ſhall be compared with his declaration the evening after the ſale, can the word *candour*, with propriety, be aſſumed by Mr Kemble?

Having thus parted with my ſo apparently *open-hearted* colleague, not dreaming of the moſt diſtant poſſibility of any miſunderſtanding ariſing betwixt us, what muſt have been my aſtoniſhment, on his declaration to me, and his inſtructions to Mr Biſſet, tranſmitted from Sheffield? In his letters from thence*, he declares, "I am directed by my *friends* not to accept of any ſecurity, but ſuch as Mr Gibſon ſhall think ſufficient, and

* To Andrew Biſſet, November 27.
To J. Jackſon, December 5.

and ſuch as he will himſelf immediately accept; and all this muſt be done prior to the opening of the Theatre, or all agreements betwixt you and me muſt become void. The ſecurity muſt be either the *money down*, or elſe *a mortgage of property or eſtate**." In his inſtructions to Mr Biſſet, November 27. he ſays, " I will not conſent to their† having *free benefits;* I ſhall inſiſt upon their paying the uſual expences; but I demand a *free benefit* for Mrs Kemble;" although in the contract drawn up by Mr Biſſet, was inſerted by his own order, November 5. " It being hereby underſtood and agreed on by the parties, that they ſhall be reſpectively entitled to the ſum of L. 8 Sterling *per* week, of ſalary, for themſelves, Mrs Kemble, and Mrs Jackſon, and a free benefit to each of the ſaid four named perſons."

It is left to Mr Kemble to reconcile theſe two contradictory orders, and to point out the liberality of his *laſt inſtruction.*

That

* The *very words* he had uſed the evening after the roup, as before quoted, page 4.

† Mr and Mrs Jackſon.

THAT Mr Kemble clearly and pointedly agreed to accept of the ſecurity I offered, the only one, in my then ſituation, I *could offer*, is proved by the ſcroll of the contract, drawn out at his own deſire, and by his own man of buſineſs. He there pointedly inſerts as my ſecurity, the name of the gentleman, who he had previouſly concerted, ſhould be joined with me; and who I invariably offered to the arbiter. This ſcroll may be ſeen in the hands of the clerk to the arbitration, or a copy of it with me.

IT was at Bala, in North Wales, I was informed by a letter from my agent, that a ſcroll had been preſented to him, quite contrary to the original miſſive*, which he had on that account rejected; and that he had drawn out another, conſonant to his ideas, which he had delivered to Mr Biſſet, to be tranſmitted to Mr Kemble.

WHEN the reader recurs to the actual terms of the miſſive, and compares them

 with

* Scroll by Mr Biſſet, Mr Kemble's agent.

with the conditions of the new ſcroll, which were, that Mr Kemble ſhould have "the ſole and *uncontrolled* management and direction of the Theatre, to engage and pay the performers, and to undertake every other duty incumbent upon a manager, without the interference or aſſiſtance of the ſaid John Jackſon," he will ſurely acknowledge, that a party in an agreement, whoſe miſſive poſitively expreſſes a *joint* and *equal concern*, was juſtified in rejecting terms equally diſgraceful and oppreſſive.

WRITE volumes, or ſpeak hours, upon the ſubject, the moſt far-ſtrained arguments can never conſtitute *uncontrolled management*, and *equal concern*, ſynonimous expreſſions.

IN this ſtate of the buſineſs the Theatre opened, under the uncontrolled management of the man whoſe agreement with me was to take a joint and an equal concern. That I felt the unfair advantage taken of my ſituation, that I knew every means was uſed to prejudice the public againſt me, and to eſtabliſh Mr Kemble, I will not deny; but I alſo knew my agreement with him would terminate

nate with the year; and having neither *money* nor *landed property*, as he too truly ſaid, I made up my mind to receive the ſum agreed upon, in Mr Kemble's *conſiderate mood*, to make the pot boil. But no ſuch grace was intended for me. Myſelf, my wife, and three children, who, though not bred in luxury, had at leaſt been uſed to eat, were to ſeek our ſubſiſtence elſewhere; for Mr Kemble poſitively refuſed, unleſs I could compaſs impoſſibilities, namely, to bring him money or land, to divide with me a ſingle ſhilling. How in this ſituation the dreary winter muſt have paſſed over the heads of an inſolvent family, the feeling mind, and I truſt I am appealing to many ſuch, may gueſs; it is paſt my power to deſcribe.

By Mr Kemble's thus arrogating to himſelf powers which the miſſive never ſo much as hinted at; and by his exerting *thoſe powers* even to a *wantonneſs* of *oppreſſion*, I was reduced to the neceſſity of having recourſe to the Dean of Faculty's interference; and notwithſtanding my being thoroughly convinced of having given in the ſecurity

agreed upon, and that, *bona fide*, in every ſenſe ſufficient; yet, without allowing it to call in queſtion the validity of the former caution, in order to remove all cavils upon that head, I ſent in the name of a ſecond ſurety, equally reſponſible, and that before our firſt interview with the Honourable Arbiter took place.

But this, and every other endeavour, on my ſide, to accommodate matters upon fair and honourable principles, were ineffectual. No accommodation for me, unleſs I conſented to ſell the birth-right of me and my family for "a meſs of pottage," or to become "a hewer of wood, or a drawer of water," beneath the laſh of Mr Stephen Kemble.

So certain was he of my never being able to outlive the ſtorm, that, like the inhabitant of a barbarous coaſt, he ſmiled in ſafety upon the ſhore, and enjoyed the wiſhed for and expected wreck, in hopes of ſharing the ſpoil.

To this inſidious conduct, Mr Kemble was pleaſed to add a ſeries of ill-mannered inſults, which

which could ſerve for no other purpoſe but to ſtamp the tyrany of *his own* character; for I was fallen, and in his triumph he forgot both mercy and juſtice; as a proof of which, I beg to trouble the reader with *two* inſtances, in addition to others that will hereafter appear. In a converſation which paſſed in the green-room, wherein my ſituation was diſcuſſed, Mr Kemble was ſo good as to declare, " Let Mr Jackſon only expreſs to me in writing, that he has no concern with me and the Theatre, and I ſhall conſider what I ſhall do *for him and his family.*" If I would give up my hopes of ever having it in my power to provide for my family; if I would reſign a property that might enable me to fulfil my compact with my creditors; if I would become in the inſtant, a beggar, Mr Kemble would conſider what *he* would do for my family. Is there a human being who has a ſpark of reſpect for himſelf, who would not with me, in ſuch a ſituation, turn from the ſelf-important Mr Kemble with contempt?

HAD my children been reduced to the ſituation he apparently wiſhed, and to which he did all in his power to reduce them, what

what he would, in that caſe, have done *for them*, may be gueſſed at, from a ſhort dialogue, which I ſhall beg leave to introduce, between him and his ſervants, reſpecting *me*, as the other inſtance of his liberality.

One of the few nights that I troubled the Theatre laſt ſeaſon, I deſired the box-keeper to inſert my name at the door. When the return was delivered to him, after the play, he demanded to know who I was. I ſee one Jackſon here;—who is he?

Door-Keeper. Why, Mr Jackſon.

Mr Kemble. What Mr Jackſon?

Door-Keeper. Mr Jackſon of the Theatre Royal.

Mr Kemble. Damn it, by G--d, that is too bad to come into my houſe.

This liberality to the father, would no doubt have been *trebled* upon the ſon, had he unfortunately ſtood in need of Mr Kemble's aſſiſtance.

These

THESE occurrences, mere introductory traits of Mr Kemble's conduct and carriage towards me, aretrifling, when placed in comparison with the various steps he thought proper to take in the business, as will immediately be explained, in the annexed letters to the Right Honourable the Lord Advocate and the Dean of Faculty.

In which I have studiously endeavoured, from the bottom of my soul, to

"Nothing extenuate, nor set down aught in malice."

AND, let Mr Kemble's endeavours to explain be what they will, facts are stubborn things, which cannot be contraverted; and the reader may rest assured, there is not an assertion already made, or that will hereafter appear in this publication, relating to Mr Kemble, that shall not be stubstantiated, in proper time, by the most respectable and uncontravertible evidence.

LETTERS to the Hon. HENRY ERSKINE, *Dean of Faculty.*

Edinburgh, April 18. 1792.

SIR,

As I have, in compliance with your requiſition, lodged in the hands of your clerk, ſuch letters as relate to the engagement in queſtion; and as Mr Playfair has likewiſe officially delivered in a minute upon the buſineſs, the laſt which I hope will be neceſſary, it may poſſibly be deemed a work of ſupererogation for me to enter further into the ſubject. But where aſſertions, made by one party, under the averment of a reſpectable witneſs, are not to be received in evidence, becauſe denied by the other, without farther corroborating proofs, nothing but a chain of correſponding circumſtances, from firſt to laſt, can illucidate thoſe facts, which a point blank denial has rendered doubtful; and as I have not hitherto in one inſtance acted contrary to

the true and juſt meaning of the miſſive, I think it a duty, highly incumbent upon me, to beg leave, Sir, to lay before you a plain ſtatement of the progreſs of the buſineſs, which, diveſted of proteſts, ſcrolls of contracts, memorials, and replies, may be compriſed within the ſcope of your leiſure, and by that means, amidſt a preſſure of more momentous concerns, ſtand a fairer chance of gaining at leaſt a tranſient peruſal. The ſanction which on many occaſions, and at various periods, for more than twenty years, you have been pleaſed to honour me with, will, I flatter myſelf, enſure me this favour.

After ſome converſation with Mr Kemble on the ſubject, it was agreed that he ſhould be admitted to a *joint and equal concern* with me in the leaſe of the Theatre, for a year, provided it could be procured; and immediately before the ſale, it was finally reſolved upon, that Mr Kemble ſhould be the bidder, and that if it was knocked down to him, he ſhould then declare that the purchaſe of the leaſe was for himſelf and me conjunctly. This adjuſtment of the matter, in that ſtage of the buſineſs, was in company

pany with Mr Playfair, at my houſe. The leaſe for a year was obtained, but Mr Kemble gave in his own name only as the purchaſer. It did not occur to me at that moment that I ſhould be liable to experience ſuch diſagreeable circumſtances from the omiſſion of my name in the leaſe, nor would I inſinuate that it was done with any deſign by Mr Kemble, as his intention to throw me out of the advantages of the ſeaſon altogether did not ſeem to have been a part of his plan, till ſome time after his arrival at Sheffield*.

As I had much buſineſs to adjuſt, reſpecting my own private concerns, I conſented that the office of acting manager for the ſeaſon, ſhould devolve upon Mr Kemble. It was then reſolved that the Newcaſtle Theatre ſhould cloſe the firſt week in January, and that this ſhould open upon Saturday the 7th of the ſame month, with Mr John Kemble in *Hamlet*, who was to perform ſix nights, on the ſame terms as Mrs Siddons, who was likewiſe

 by

* I was not then acquainted with Mr Kemble's declaration, made the evening after the ſale, reſpecting the ſecurity, ſee page 4.

by agreement to be here in the courſe of the ſeaſon, provided her health would permit.

On Mr Kemble's being queſtioned how he would ſatisfy the Newcaſtle people, he replied, He had done it already. I told him I had attempted it*, but found it impoſſible, as they choſe to have their Theatre open at the ſame time with ours. He ſaid he had been fortunate enough to accompliſh it, having obtained their conſent to the meaſure. I did not at that time diſcredit the aſſertion. To all this Mr Playfair was an ear-witneſs.

I had then, Sir, a good company, and before the commencement of the ſeaſon, ſhould have had a moſt excellent one.—Our greateſt difficulty, therefore, was to determine, who ſhould *not* be engaged. Room

* Eight or nine years ago, which was previous to the building of the preſent Theatre Royal of Newcaſtle, I was in treaty with ſome of the gentlemen of that place to form a junction with Edinburgh and Glaſgow; but after a thorough inveſtigation, I found the meaſure impracticable, as the Newcaſtle ſeaſon is during the ſpring months, exactly at the ſame time with that of Edinburgh; and having been lately there, I can aſſert that they have not yet changed their ſentiments on that ſubject.

Room could not be found for Mrs Barresford and Mr Williamſon. In Mr Kemble's letter to that Gentleman, which I have in my poſſeſſion, he gives as a reaſon for not retaining them, " That he finds, upon comparing notes with Mr Jackſon, that ſo many performers are already engaged, that he has it not in his power to offer ſituations deſirable to them," For the ſame reaſon neither Mr Hallion nor Meſſrs Charteris and Sparks could be engaged.

WITHOUT the ſmalleſt hint to me of any intended deviation from the forementioned plan, it ſoon appeared, from Mr Kemble's letters to others, that a ſecond company was to be formed, as it was not, I preſume, upon trial, found ſo eaſy a matter to perſuade the town of Newcaſtle to permit the time of their amuſements to be curtailed, in order to ſuit the convenience of an individual. Thoſe actors, therefore, who had been diſcharged, or who could not be accommodated with ſituations before, were inſtantly applied to, and moſt of them engaged. The ſcarcity of performers on this emergency muſt be attributed to me—To *me*, at that period in the remoteſt part of North Wales,

Wales, ignorant of what was paſſing in the North of England, or in Edinburgh, and happy in the idea that the theatrical arrangements of the ſeaſon had been ſo well adjuſted. Had Mr Kemble informed me even then of his intention, I might in ſome meaſure perhaps have been able to have obviated the difficulty. I paſſed in ſight of Shrewſbury, where Mr Scriven and Mrs Atchmet then were; and it might poſſibly have been in my power to have perſuaded them to have adhered to their former intentions of viſiting Edinburgh. Nay, I could have gone eaſily to Bath, have ſettled with Mr Wallis, and viſited any other neighbouring company, or perhaps the metropolis. Such was my intention, had the ſole direction continued with me.

Mr Playfair's letter to me at Bala, gave me the firſt intimation of any demur to the buſineſs. He therein appriſed me of the receipt of a ſcroll, produced by Mr Biſſet on the part of Mr Kemble, containing clauſes diametrically oppoſite to the true intent of the miſſive, which he knew I ſhould object to: That he had drawn out another, according to his own ideas, which he ſhould tranſmit

mit to Mr Kemble at Newcaſtle. Both theſe ſcrolls, Sir, are in your poſſeſſion, and muſt ſpeak for themſelves.

In the courſe of this narrative there are ſome points, Sir, on which I muſt beg leave to comment. With reſpect to Mrs Atchmet, that ſhe would have been here, had the management remained ſolely with me, I ſtill believe and contend for. Her reaſon for changing her intention, I have not *yet* had an opportunity of learning. Certain I am, that ſalary was not the bar; if it had, I would have given her more: though Mr Kemble thought even the L. 4 a week, which I had offered her, too much. I ſuſpect the ſame cauſe might have operated with Mrs Atchmet as with Miſs Wallis. In a letter from her father, which I have juſt now ſeen, dated Bath, January 26. 1792, though he diſclaims any poſitive engagement, he ſays, " I ſhould have been very glad to take her, (Miſs Wallis,) to Edinburgh, *this winter*, had Jackſon continued manager." And again, " tell your manager, I ſincerely wiſh him ſucceſs; though I confeſs I ſhould have been juſt as well pleaſed to hear that the Edinburgh Theatre had fallen into any other hands,

hands, as I was in hopes Jane might have picked up ſome pence there*."

I CANNOT help here obſerving, Sir, that I can take no ſhare of culpability or negligence to myſelf as manager, for not having endeavoured, before that time, to have entered into a formal article with thoſe ladies. The Theatre had been advertiſed to be let for ſome weeks; and common prudence compelled me to be as cautious as poſſible what engagements I made, as, had the Theatre not remained with me, I might have been brought into a very diſagreeable predicament. This I explained to Mr Kemble, and he knew the exact ſituation in which I ſtood.

BUT poſitive and legal engagements, it appears, on this occaſion, would have been of no avail. Meſſrs Scriven and Willoughby were under poſitive and legal engagements, yet they could not be induced to fulfil thoſe engagements. The ſame uniform cauſe

* An aſſertion had been made by Mr Kemble, in preſence of the arbiter, which rendered it neceſſary for me to inſert the above particulars. If the reader will take the trouble of turning to the concluſion of this work, he will there be made acquainted with the circumſtance.

cauſe, I preſume, operated with them all. Theſe gentlemen were a real loſs to the Theatre; the former, by report, is an excellent actor; the latter I have ſeen, and he is infinitely better than any one Mr Kemble brought with him; I muſt except Mr Lee-Lewes; he came by chance, and cannot conſequently be ranked in Mr Kemble's engagements.

In regard to the ſecurity, I can only ſay, that it was agreed upon, and was ſo underſtood by Mr Biſſet, who had his inſtructions from Mr Kemble, and drew out the ſcroll accordingly*. The objection to *one* ſecurity, through form only, cannot ſurely hold good, as what is objectionable on one ſide, I muſt preſume, Sir, ſhould be ſo on the other. In this very tranſaction, there is an inſtance in point. Mr Siddons' *ſole* ſecurity is admitted for double the ſum. Your reply to this, Sir, I know. You will ſay, why not remove difficulties when in your power? Why did you not long ago give in additional ſecurity? To

 this

* Had Mr Kemble, in one of his *candid* and *conſiderate* intervals, made the ſame declaration to me, that he did to others, that he would accept of no ſecurity but *landed property* or *money down*, I ſhould have declined the connection, and all had been well.

this I have a ready, and, I ſhould ſuppoſe, a ſatisfactory anſwer: I had but *one* perſon I choſe to apply to on that occaſion, and I reſerved him for a more conſequential purpoſe. I did not wiſh to overload his friendſhip.

BUT, Sir, the validity of the ſecurity was only a pretended, not the real blot in the contract. Mr Kemble had taken up the idea of making me a cypher. I was to be half the ſecurity, and that in *money down*, or a mortgage on landed property, yet I was to have nothing to ſay; I was not even in the ſmalleſt inſtance to have a power of control; I was to put myſelf in Mr Kemble's mercy, while I was ſleeping, or unconſcious of the danger, to run me hundreds of pounds in debt; to ſuffer him to lay plans, and connive at tranſactions, in which he might clear L. 1000 by the ſeaſon, and leave me, on the winding up our accompts, a loſer at the end.

THIS theory has already been verified by reality. He orders, without my conſent or knowledge, a parcel of old ſcenes from Newcaſtle, and profeſſes to charge for them L. 400. I would not, Sir, had I been conſulted, have

consented

consented to allow for them L. 20. I knew that pageantry, carried from town to town in the North of England, could never attract the attention of an Edinburgh audience, after they had seen the *Bastile* and *Captain Cook* in the Theatre Royal, and *Oscar and Malvina* in the Circus. My opinion has been proved to be well founded. There was more money taken at the Theatre, from the use of an eighteen-penny book, the *Road to Ruin*, than by all the Newcastle scenery, so pompously ushered into notice.

Mr Kemble's arrogating to himself powers that neither the missive, nor any permission of mine ever gave him, is the sole obstacle to our compromise.

After the bargain was concluded, by *my consent only*, for so he advertised, he was to be acting manager for the season. There is not a performer in the three kingdoms, that cannot in a moment define the office of acting manager. It is to regulate the company behind the curtain, and to carry into execution what had previously and privately been settled by the partners. This, Sir, I consented to,

in the perſon of Mr Kemble, and from this I never expreſſed a wiſh to depart. But this I looked upon as a matter of courteſy, and not of right; for it was no part of the miſſive, and to nothing farther could I give my conſent. Our agreement was a *joint* and *equal partnerſhip*; ſuch was it ever conceived by me. According to Mr Kemble's ideas, it was a partnerſhip to be executed only by *one*. I might ſay, Sir, with a Right Honourable Friend of yours, it is an union founded upon reciprocity; but where the whole power is uſurped by one, and ſubmiſſion only pointed out to the other, the reciprocity muſt certainly be all upon *one* ſide.

An unequal junction of this kind, Sir, could never enter into my thought. No earthly conſideration ſhould ever have induced me to accept of a *ſinecure*, or become an *annuitant*, in an undertaking where I had riſked my all, and cringe beneath the man whoſe avowed intention was to found his fortune upon my expected and premeditated ruin.

After the declarations that Mr Kemble has recently made, Sir, that he would take care

care I ſhould be a loſer at the end of the ſeaſon, or, at any rate, that I ſhould be no gainer; for that he would ſhut the houſe the moment the rent was paid, and not permit his ſiſter to come down, or any other engagement to take place, in which I was to partake of the advantage. After ſuch a declaration, I ſay, Sir, and in ſuch circumſtances, ſo widely different from the true intent of the miſſive, I cannot think of ſuffering any friend of mine to become ſecurity for me in ſo deſperate a game*.

I HAD three powerful reaſons, Sir, that inclined me to put up with many diſagreeables, rather than decline a participation of the profits of the ſeaſon. My own ſubſiſtence; for I could not work, to beg I was aſhamed. The education and ſupport of a young family, and the intereſt of my creditors. For though they had conſented to receive ten ſhillings only, yet, Sir, a compoſition never had my

* From a converſation with the arbiter, at this period, Mr Kemble had taken up an idea that the agreement would have been enforced according to the original miſſive, he therefore thought proper to make the above declarations, at an interview with me, but not in preſence of the arbiter.

my cordial aſſent. It was a temporary expedient, the act of neceſſity, a ſtep in advance towards a ſituation that may poſſibly enable me to make farther payments. The deprivation, therefore, of my ſtipulated emoluments, is a diminution of the funds appropriated for that purpoſe; and the loſs of a ſeaſon, is the loſs of the earnings of one year of my life, towards the extinguiſhment of honorary demands.

I SPEAK now, Sir, to your feelings. Had you been Mr Kemble, you would not have acted as Mr Kemble has done. You would not have ſaid to yourſelf, I like the undertaking in which I am embarked; I ſee its advantages; my partner's embarraſſments furniſh me with a pretext; I will lay hold of the opening, and poſſeſs myſelf of the whole. You would not have taken every mode of adding to my difficulties; you would not have rendered me liable to the preſſure of ſmall demands, by unjuſtly withholding from me the means of diſcharging them.

YOU would not have diſmiſſed a ſervant that had been with me twelve years, becauſe he

he had carried a meſſage for me; making uſe of the old adage, "You cannot ſerve two maſters."

You would not have deprived Mr Bland of ſixteen ſhillings of his weekly ſtipend*, contrary to an expreſs agreement, becauſe he was one of Mr Jackſon's vermine; an appellation which Mr Kemble had thought proper to affix to the members of my former company: but Mr Jackſon's vermine, have, amidſt *his* noble animals, proved themſelves Lords of the Foreſt.

You rather would have ſaid, I ſee Mr Jackſon is yet under ſome temporary embarraſſments; I will not add to them; I will not ſtart unneceſſary obſtacles; I hold the ſecurity which in my own conſcience I know I agreed to take; I will commence the ſeaſon, and we will mutually receive the ſettled ſtipend.

Had an immediate loſs taken place, you would then, Sir, have juſtly called upon my ſecurity

* Theſe are a few of Mr Kemble's *liberal* actions, during the courſe of the ſeaſon. Mr Bland has had recourſe to a Court of Juſtice, and has conſequently recovered his arrears.

ſecurity for ſuch pecuniary aid as would have made up the deficiency. If complied with, complaint would have been unneceſſary; if not, you would have found an eaſy, and an early mode of redreſs. And in either caſe, your conduct would have been conſiſtent with your juſtice and humanity.

You would then have had the pleaſure of acting up to the dictates you had profeſſed, and I ſhould have been relieved from a long liſt of mortifying and painful ſituations, the continuance of which, for another ſeaſon, would have put a period to my exiſtence.

To avoid that, for the ſake of my family and myſelf, I muſt decline any farther intercourſe with Mr Kemble, that I may have a chance of ſurviving a few winters longer, to have the honour of proving to you, how much I am,

Sir,

Your obedient ſervant,

J. JACKSON.

The Honourable Henry Erſkine,
Dean of Faculty.

SECOND
LETTER to the Hon. HENRY ERSKINE, *Dean of Faculty.*

Edinburgh, July 30. 1792.

SIR,

FROM your converſation yeſterday, I cannot help being of opinion, that you either have never read the letter I had the honour of tranſmitting to you on the 18th of April, or that ſome paſſages in it have eſcaped your memory. I muſt therefore requeſt of you, before you give a deciſion, which muſt at leaſt be attended with unpleaſing circumſtances, that you will favour me with its reperuſal. I muſt beg leave of you likewiſe, Sir, as you wiſh for farther information, to lay the following circumſtances before you, ſome of which have only come to my knowledge ſince I addreſſed you laſt.

As early as the day of the contract, Mr Kemble pointedly declared, that I never ſhould have any thing to do with the Theatre this ſeaſon: That indeed there was an agreement, that on Mr Jackſon's finding ſecurity, he was to be half concerned; but that he would take care that no ſuch ſecurity ſhould be received; for, continues he, "It muſt be ſuch ſecurity as I am pleaſed with; and I ſhall certainly point out ſuch ſecurity only, as I know he cannot procure. It ſhall be money down, or a mortgage on a landed eſtate*."

THE day the houſe opened, a perſon, in my behoof, deſired that Mr Gibb, the box-office keeper, would furniſh him with a return of the night's receipt, a duplicate of which I had requeſted him to procure. Gibb's anſwer was, that Mr Kemble had given him poſitive orders to the contrary. On this refuſal, Mr Kemble himſelf was aſked the following morning, how much there was in the houſe? He declared he would not tell; for, ſays he, if I do, you will inform Mr Jackſon: And his declarations through the ſeaſon uniformly

* This extraordinary aſſertion is more minutely ſtated, page 4.

formly were, that I had nothing at all to do with the Theatre.

It had been expresly stipulated, that a box should be partitioned off, on the opposite side to the one I have so long used, for Mr Kemble. Orders were in consequence given to fit it up. As some other matters had employed the carpenters, it was not ready at the commencement of the season, as had been intended; Mrs Jackson therefore desired Mr Kemble to be informed, that, as the box proposed for his use was not yet prepared, she requested him, till it was, to accept of hers. To this he replied, "Tell Mrs Jackson, that I shall accept of her box, when she has one to offer; and I wonder she has not more delicacy than to think of coming into the house at all, where she has no right*." Mrs Jack-

 son,

* No cause can be assigned for Mr Kemble's sudden change of conduct towards Mr and Mrs Jackson, particularly the latter, but a premeditated design to break off all connections with them. They had parted on the most cordial and apparent friendly terms. Mr Kemble went to Newcastle, and Mr Jackson into Wales; and no occurrence had happened, or transaction taken place, that could possibly, in Mr Jackson's absence, have extorted from Mr Kemble so unmanly and unmerited a reply to Mrs Jackson's polite message.

ſon, it would be needleſs to add, has taken up no room in the Theatre ſince.

On the carpenter's preparing to fit up the oppoſite box, as he had been directed, Mr Kemble ordered him to deſiſt, ſaying, "One box is enough for one manager; I will not have it done."

This, Sir, was no arrangement of rehearſals; no acting managerial adjuſtment in the department I had conſented for the ſeaſon he ſhould fill. It was a part of the agreement, expreſsly and mutually entered into, and as pointedly and almoſt inſtantly broken by Mr Kemble.

And though, Sir, the being thruſt out of a box, in the face of the ſervants, we had poſſeſſed more than ten years, may be deemed by you as a matter of no great conſequence, yet, Sir, the going to the Theatre, me and my family, for a ſeaſon, and the taking a friend with us, I muſt inſiſt upon, was a money tranſaction; and the depriving me of that advantage, which muſt be eſtimated at ſome value,

value, was a violation of that part of the agreement, and conſequently an infringement of the bargain altogether.

You were pleaſed, Sir, very early to ſignify, that my having informed Mr Kemble, by letter to him at Sheffield, that Mrs Atchmet was engaged, (which turned out to be a miſtake of Mr Kemble's,) would have been a breach of the agreement on my ſide. How wide then muſt the fracture have been made by ſo many repeated inſtances on the other!

But, Sir, I aſſured you yeſterday, and I repeat the aſſertion, I do not believe there is an actor, ſcene-ſhifter, ſervant, or runner, about the Theatre, that has not heard Mr Kemble ſay, that Mr Jackſon had nothing to do with the houſe this year.

If all theſe aſſertions, Sir, none of them imaginary, or from hearſay, are to be ſet aſide by the bare negative of one, in oppoſition to the ſolemn declarations of others, that are ready to be ſubſtantiated by proof; or, if it is your opinion, contrary to that of every confidential friend I have ſpoken with on the ſubject, that

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an engagement broken, and that repeatedly, by one party, ſhall nevertheleſs remain binding upon the other, you will then, of courſe, determine, that the miſſive is ſtill in force. In that caſe, it muſt be allowed, that if I have any thing to do with the leaſe of the Theatre for the next ſeaſon, Mr Kemble, as before intended, is to be admitted to an equal ſhare. For upon terms of equality only did I enter into a treaty with him, and never before or ſince have I, on any other conditions, expreſſed my conſent to a connection with Mr Kemble.

" A JOINT and equal concern," are the words; can there be a doubt in the expreſſion? For my own part, I can wreſt it to no other meaning. As well might I make equality ſervility, or ſubſtance ſhadow.

BUT to leave argument upon a point where no reaſoning can hold good, I muſt again declare to you, that the very unfeeling conduct (to uſe no harſher expreſſion) towards myſelf and Mrs Jackſon, in the ſituation we then were, has confirmed the opinion I originally entertained of him; and I will ſooner forego

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an intereſt in the leaſe of the Theatre for the next ſeaſon altogether, than have any intercourſe with that gentleman.

THESE, Sir, are my ſentiments, and this my determination, for the rectitude of which I ſhall appeal to *God and the Public*. And however I may differ from you in opinion upon this ſubject, I am, with the greateſt reſpect,

SIR,

Your obedient ſervant,

J. JACKSON.

The Honourable Henry Erſkine,
Dean of Faculty.

LETTER to the Right Honourable the Lord Advocate of Scotland.

Edinburgh, September 14. 1792.

MY LORD,

I NEVER entertained the most distant idea, of having occasion to recur to the transactions on the renewal of the patent, or to remind your Lordship of the purport of those conversations I was honoured with, by you, on that occasion. But from the supposed effects of the Dean of Faculty's decreet-arbitral, respecting the present theatrical arrangements, I find myself, however unwillingly, under the necessity of renewing the subject.

FOR no crime alledged against me, that I ever heard of, the renewal of the patent, in the common form, was objected to; my right to it was proved, and allowed on all hands;

the length of time was at laſt the only objection. It was offered me by Sir Adam Ferguſon, in my own name, for ten years. This I pointedly refuſed. Mr Walter Roſs, who had an intereſt in the ſettlement, propoſed, that it ſhould be taken out in the names of the Duke of Hamilton and Mr Dundas. He made it appear to me, in the cleareſt colours, that my right would ſuffer no infringement thereby, and that the only difference would be in the name. The Engliſh Council were of the ſame opinion. I therefore, perſonally, requeſted of the Duke and Mr Dundas to hold it. The rights of the proprietors of the Theatre were reſerved, and it was perfectly underſtood that it was held for my uſe. The fees of office were paid by me, and I poſſeſſed the patent as fully ever ſince, as if my name had been inſerted, and ſhould, I am confident, have continued ſo to do without queſtion, had not a derangement in my pecuniary matters taken place.

It will be neceſſary, my Lord, here to obſerve, that this deficiency of ſupplies aroſe chiefly from the mode of taking out the patent; a conſequence, which though it was not, might

might naturally have been foreſeen. I had, Sir, in order to complete the theatrical plan, which I judged would be worth improvement, built a Theatre in Glaſgow; laid out large ſums upon the Edinburgh one; was erecting a third at Aberdeen, then thought neceſſary; and, in the interim, had never ſpared expences in procuring the firſt performers, frequently to the extent of, and ſometimes even beyond the receipts.

THIS obliged me to look out for an additional ſum of money to anſwer immediate demands; it would eaſily have been procured to a larger amount than I had occaſion for; but the ſecurity was the bar. The aſſignment of the patent was wanting. Other modes of relief were attempted, but before they could be carried into effect, a haſty creditor took (even for himſelf) an ill adviſed ſtep: others of courſe preſſed forward, and a ſequeſtration was the unavoidable conſequence.

TWO years have ſince elapſed, during

which period I have ſtruggled through many painful and unpleaſing trials. After, however, repeated, and the moſt accurate inveſtigations, it has appeared, that the derangement of my money concerns aroſe from the greatneſs of the expence in which I was neceſſarily involved, in the execution of my theatrical plan.

Convinced of this truth, my creditors have accepted of a compoſition, which at the inſtance of my friends I was induced to offer, with the ſole view of being enabled to regain a ſituation, which might put it in my power, at ſome future period, to convince them of my real motives for embracing the meaſure.

Before the compoſition could be brought forward, the Theatre was taken for a year, by Mr S. Kemble, with whom, I need hardly inform you, I was by contract to have had a joint and equal concern; but affecting to believe me totally out of the queſtion, he threw me off, even before the ſeaſon commenced, and the agreement in conſequence has never been implemented.

Two letters from me to the Dean of Faculty, will accompany this. They will let you into ſome lights, my Lord, reſpecting Mr Kemble's conduct, and my ſituation during laſt ſeaſon.

Finding it advantageous to continue the leaſe for a further term, and being at length convinced that it will be neceſſary in that caſe to take me along with him, Mr Kemble now offers to implement an agreement, which, for a ſeaſon paſt, (like the bell-man of a country town) in the front of the Regiſter-office, he has been bellowing to every paſſenger, that I had not the ſmalleſt concern in; nay, he profeſſes himſelf willing to allow me the ſtipulated emoluments of the ſeaſon, from which he had moſt wickedly and wantonly cut me off. But the time is paſt, my Lord, and it is not in the power of fate to recall it, neither is it in the power of man to wipe away the injuries I have ſuſtained from Mr Kemble.

When he beheld me in the gulph of affliction, he walked aloof; but when I unexpectedly reached the ſhore, he wiſhed to hold out his hand, not with an intention to ſave,

but

but in the expectation of gaining another unguarded moment of ſhoving me in.

In a more early period, at an accidental interview with Mr William Gibſon, in the preſence of the Dean of Faculty, when an union with the ſame party was propoſed, I told him, that he might reduce me to the uttermoſt, and compell me to dig in a quarry for ſixpence a-day, which I would ſuffer with pleaſure, rather than be compelled to a junction with Mr Kemble.

This declaration, though a harſh one, proceeded from the idea I had formed of his diſpoſition, when he was a performer in my company; but on reaſoning and conſidering coolly on the ſubject, I was induced to believe, that turbulence of temper I had at times obſerved, was the reſult of a tenaciouſneſs of characters, and the arrangements of ſtage buſineſs, in which a manager and an actor frequently diſagree, being actuated, the one by an anxious concern for the whole, the other by his own individual advantage.

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In an independent and equal ſituation, I judged this tenacity might be laid aſide, and as I was reſolved in all points of buſineſs to give and take, I did not doubt but the ſeaſon might paſs away in that tranquillity, for which I moſt anxiouſly wiſhed, and which at all events I was determined to promote. The reſult, however, Sir, has proved how ill founded my laſt opinion was, and how juſtly the former one had poſſeſſed my mind.

Thus my original reſolution has been the more confirmed by experience; and I moſt ſolemnly declare, I would ſuffer any hardſhips, or ſubmit to any ſituation, however humiliating, ſooner than enter into any kind of connection for the future, with a man of ſuch an unfeeling and ſavage diſpoſition.

The queſtion will then be, Sir, whether the leſſee, who has only rented the houſe for a ſeaſon, and who, not poſſeſſed of a ſhilling of the property, muſt reſign it in little more than a month, ſhall be permitted to thruſt out the proprietor, who purchaſed the Theatre for a valuable conſideration, and poſſeſſing it for ten years, all that time laboured

with

with unremitting pains to acquire the good opinion of the public, and whoſe greateſt fault has avowedly been the adventuring too largely in their ſervice. I ſhould not heſitate my Lord, one moment, in referring this point to the deciſion of your juſtice.

When formerly a ſet of gentlemen, with whom you then thought proper to act, expreſſed a deſire to become conductors of the Theatre, ſpeaking with your Lordſhip on the ſubject, I aſked you, whether you would be inſtrumental in ſtripping me of my all, and turning me out, with a young family, into the world to ſeek our bread? Your reply was, that "you would ſooner ſuffer your hand to be cut off." And now, my Lord, on a ſimilar occaſion, when an effort is made to deprive me of one half of my expectations, you will not, I am confident, unleſs under the influence of deception, liſten one moment to a propoſal ſo confeſſedly unjuſt.

To remove that impulſe of deception, my Lord, which the wiles of an intereſted individual will attempt to infuſe, I take the liberty of troubling you with this. The jet of

his

his argument, on this head, I am apprised of, and shall find no difficulty to repel. For this purpose, though comparisons are disagreeable, at least to a party concerned, I must be under the necessity of making a reference to former seasons, comparative with the last.

FIRST, then, for my management.—Turn back your recollection with me, my Lord, to the period at which it commenced. I found the house, as it is well known, a mere wreck. There was not a scene that was fit for use. Even the roof was in ruins, and was necessarily renewed. As you sit in your box, my Lord, there is scarcely an article in view that was not of my placing.

CAST your eye, my Lord, upon the *Dramatis Personæ* of the performances of London. Is there, or has there been, a performer of eminence there, for the past ten years, that could be procured at any price, you have not seen? And some of them repeatedly. They have been supported by companies of performers likewise as respectable, or perhaps more so, than the nature of the scheme would permit.

To this fact, Sir, I call the whole town as my evidence. Various attestations might be produced upon this point, from actors of the first magnitude, expressing their approbation of the conduct of the manager, and the attention of the company to them, and to the stage business. One instance shall suffice.

Saturday, June 12. 1784.

SIR,

"MY excessive hurry and fatigue, will, I hope, be an excuse to you and Mrs Jackson, for not paying my personal respects in St James's Square. To both of you I remain indebted for all your politeness to me; and I must beg of you, Sir, to make my acknowledgements to the whole company, for the very kind attention they have shewn to me, and to the business. An attention I shall ever be proud to remember.

I am, Sir, with Mr Siddons' compliments,
Your sincere well-wisher,
And humble servant,
S. SIDDONS."

J. Jackson Esq; St James's Square.

LET

LET us now, my Lord, enquire into the merits of the management of laſt ſeaſon, and where Mr Kemble's vaſt claim to pre-eminence conſiſts; ſo vaſt indeed, as he himſelf holds forth, that he demands, without, with your leave, or by your leave, to ſtep into, or, to uſe his own phraſe, "to *faſten his claw* upon one half of that property," for which I have paid ſuch ſums, and ſtruggled ſo many years to create.

FIRST, then, does he ground his pretended right on his expenditure upon the fabrick? To that account he cannot put down one ſhilling.

CAN he found his pretenſions upon the ſuperiority of his company? That would be arrogance in the extreme.

I AM aware, my Lord, that he holds out I had deceived him with reſpect to a female engagement; that has been diſproved, as your Lordſhip will obſerve in my firſt letter to the Dean of Faculty. The want of time is totally ill-founded; for I will venture to

affirm, that from the ſecond of November, when the leaſe commenced, to the nineteenth of January, when the houſe opened, I ſhould (with the actors then engaged) have had one of the beſt companies laſt ſeaſon that has been ſeen in Edinburgh. Had I retained the management, Mr Scriven, Mrs Atchmet, and Miſs Wallis, would, with ſome other characters of merit, have been here.

Mr Kemble's chief dependence upon the favour of the public, is from the ſuppoſed greatneſs of the rent, and his prompt payment through the ſeaſon, which has been officiouſly and erroneouſly aſſerted, even in the public prints, as "*altogether unexampled in the dramatic hiſtory of this place**."

This is a ſcandalous aſperſion upon my predeceſſors, as well as myſelf, and I cannot ſuffer it to paſs unconfuted. In the year 1762, when I was firſt here, Mr Love then manager, the ſalaries for the ſeaſon were paid punctually.

Mr

* Herald, Monday June 11. 1792.

Mr Roſs paid *three* ſeaſons.
Mr Foote paid *one*.
Mr Digges, before his misfortunes commenced, paid *four* years.
Mr Wilkinſon paid *one*.

And for *nine* ſeaſons of my management, the performers were not only paid, but ſeveral of them, at the cloſe of each ſeaſon, frequently in my debt.

That arrears have accumulated, is but too ſerious a truth: but how have thoſe debts been contracted? Not for high living; no one will accuſe me of that. Not for equipages or ſervants. Not for tavern bills, or by gambling; for I can ſafely ſay, that I never won or loſt ten pounds in my whole life. Not for feaſtings or country excurſions; for I can only put down one day in the ten years, as fairly ſet apart for a jaunt of pleaſure for my family.

No, my Lord, the accounts were *bona fide* run up in catering for the taſte of the audience, in procuring and preparing for them enter-

entertainments worthy their ſitting down to; from which they have frequently retired, acknowledging their repaſt had been delicious. You, my Lord, have ſometimes partook of them, and confeſt your ſatisfaction at the novelty of the reliſh.

In this, my Lord, I have gone ſomewhat beyond my powers, and for this I have repented in ſackcloth and aſhes; it was an exceſs that I might have ſpared; an offence ſolely againſt myſelf, for which, if I gain my own forgiveneſs, I ſhall not be apprehenſive of not procuring that of the public: For the money, as it flowed from them, ſo was it expended for their uſe.

This failure of payments, my Lord, for one year, out of ſo many on my ſide, and Mr Kemble's promptitude in that reſpect for a ſingle ſeaſon, the only one he has been in Edinburgh, is affixed, without rhyme or reaſon, by Mr Kemble, and his friends, as the great criterion of his merit.

I SHALL

I SHALL meet him, Sir, fairly upon this ground; and before I make the calculation, I am bold enough to aſſert, that there has not paſſed a year of my management, that I have not paid more money in Edinburgh, excluſive of the arrears that may latterly have occurred, than on the ſame account has been iſſued by Mr Kemble.

THE rent of laſt year, Sir, it is well known, beſides public burdens, was L. 1200. This was the whole expence at which Mr Kemble ſtood in addition to the ſalaries and other current charges of each performance. His weekly ſalaries, including eight pounds a-week for himſelf and Mrs Kemble, amounted to L.53: 0: 0. But as I wiſh not in that ſcale to run too cloſe, I ſhall rate them at L.60.

I WILL allow, on the other hand, that I had no rent to pay. But then, I had other demands, to which Mr Kemble was a ſtranger. My averaged ſalaries, for the laſt three years, were L.96: 0:4; but as I have added to Mr Kemble, in the comparative ſtatement, ſo I ſhall deduct

duct from my own, rating them only at L. 90.

My ſalaries, upon an average, for ten years, were L. 90 a-week, which is L. 30 more than, upon the broadeſt calculation, thoſe of Mr Kemble, for the laſt ſeaſon, could poſſibly be rated.

A dead weight this of L. 30 a week, will amount in 30 weeks, to	L. 900	0	0
An original annuity to David Roſs,	150	0	0
To Walter Roſs, ditto, - -	100	0	0
Laid out annually on repairs, paintings, neceſſary incidents, and improvements, never leſs than - -	300	0	0
Intereſt of money laid out upon the property, over and above the natural receipts, amounting to upwards of L. 5000, - -	250	0	0
	L. 1700	0	0

Thus it evidently appears, that with a yearly receipt of L. 1700, over and above the current charges, Mr Kemble would pocket L. 500, whilſt I, with my additional expence, muſt have ſat down without a ſhilling.

If the clearance averaged L. 1200 only, in that caſe Mr Kemble would receive his benefits and ſalaries free, while I muſt have been ſaddled with L. 500 debt.

I CANNOT with preciſion aſcertain the receipts of the ſeaſon, as Mr Kemble had iſſued previous orders to his box-keeper to give me no information on that head: but with the advantage of Mrs Siddons in the after ſeaſon, and the ſmallneſs of his ſalaries, particularly at that period, his clearance, on the cloſe of his accounts, muſt have been conſiderable*, and his finances were certainly in ſuch a ſtate, as to enable him, without inconvenience, to diſcharge his rent and ſalaries pointedly.

It is from this circumſtance that Mr Kemble deduces his pretended inherent right of pre-eminence. For the maintaining a promptitude of payment for a ſingle year, and that by curtailing the averaged ſalaries of the per-

 formers

* According to the beſt account I could get, Mr Kemble's profits laſt ſeaſon were from L. 600 to L. 800.

formers L. 30 a-week, and consequently thereby producing to the public one of the worst companies that has been seen in Edinburgh during the course of my memory.

HAD Mr Kemble stepped nobly forward, had he augmented the salary list, exhibited an unrivalled company, and by those exertions fallen into arrears, as many hundreds as he has obviously cleared, I could then have comprehended some pretext for a preferable claim of continuance, till, in some measure, he might have made up the losses he had sustained.

BUT on the very opposite principles he founds his axiom: I have possessed the Theatres for a year, says he; I have gained handsomely by them, and therefore I will compel the holder of the property to grant me a further lease. His views do not even stop here. He not only requires a preference in the lease for his great services, at half its value, but to be possessed of half the property for ever.

A CLAIM

A CLAIM ſo curious, and extravagantly chimerical, can be equalled by nothing but his viſionary notions of enforcing his demand. Conſcious of not having the law on his ſide, he purpoſes to call in the controul of the patent to his aid, which he ſuppoſes ſuperior to every legal operation. But if the powers of the patent are competent to controul the decrees of law, I truſt there is a greatneſs and goodneſs of heart in the holders of it, that will repreſs its encroachments upon right and property.

IN a feudal court, formerly, where the will of the tyrant was the peoples law, an avowal of this kind might perhaps be forced down the throats of the hearers, as a principle both rational and juſt; but in a land of liberty, where there are both law and equity, it can never ſtand a ſerious hearing. However, as it has been ſeriouſly taken up, it ſhall be ſeriouſly treated.

SOME reſpectable gentlemen, as I before obſerved, were the poſſeſſors of the theatrical property in the Canongate; they ſold that property, with the patent which they had obtain-

ed, to David Rofs; and David Rofs to J. Jackfon.

MORE than 20 years ago, the Edinburgh Theatre alone was let to Mr Foote for 500 guineas a-year, afterwards to Mr Digges for the fame fum. Some thoufand pounds, Sir, have been expended upon the houfe fince that period; and the Glafgow Theatre built by me, which would let feparate from a 100 to 200 a-year, is now become an appendage to it.

Is that, Sir, to be thrown in for nothing? Shall the long lapfe of time, the encreafe of value in all kinds of property, the expence of the articles of life, and particularly, the augmentation of audiences, be of no additional weight in the fcale?

THE value of property rifes or falls with circumftances, and is confequently not to be limited, or afcertained: I prefume, my Lord, it is conftantly worth what it will bring.

SUPPOSE,

SUPPOSE, my Lord, an eſtate had, at the owner's expence, been divided, fenced and limed, and by improved modes of agriculture, ſo brought into heart, that inſtead of L. 500 a year, it ſhould fetch a thouſand; and ſuppoſing the tenant who rented it after ſuch improvement for a year, ſhould ſay to the landlord, "I will not permit you to let your farm to any one elſe; I will continue in ſpite of you and law: And I will not only continue, but I will cut down your rent more than one half. Inſtead of L. 1200, I ſhall only allow you L. 500; and that for my life, if I chuſe to be your tenant ſo long."

I SHOULD wiſh to hear your Lordſhip's reply to any one of your tenants, preſuming, in reſpect to your property, to make ſuch a declaration. What would be the anſwer of Meſſrs Sheridan or Harris, to an individual in London, that ſhould venture to broach ſo new a doctrine?

WHEN the property of Covent Garden was in its infancy, a rent of L. 500, at that early period, might perhaps have been deemed ſufficient;

ficient; but augmented in value to L. 80,000, would that man be ſuppoſed in his ſenſes that ſhould ſay, you ſhall not let that vaſt property for more than L. 500 a-year?

THE limitation of theatrical property, as in any other line, muſt be ruinous to the proprietors, and detrimental to the intereſts of the community. For a ſtagnation of improvement will naturally produce a deduction of the nightly profits.

FEW adventurers, I believe, would be found ſo poſſeſſed of the *amor patriæ*, as to lay out their money, not only without hopes of advantage, but with the moral certainty of loſs.

I WAS emulous, Sir, to ſee the theatrical arrangements of Scotland on as conſequential a footing as the reſpectability of the audience deſerved: with this view I was forming ſome extenſive plans for their accommodation, as well as their amuſements, for which purpoſe I expended every ſhilling I could procure, and ſtretched my credit to the uttermoſt, in order to promote the deſired object.

I WISH

I WISH not here to arrogate to myſelf ſo much merit, as even to hint that I made theſe exertions ſolely through the reſpect I bore the profeſſion or the public. I ſhould have been a bad father, and an unjuſt huſband, had I thus thrown in my earnings, without ſome expectation of a return.

AN accumulation of property, and a right to retain it, were, I muſt confeſs, my predominating excitements to the extending its value. From an oppoſite motive, how different muſt have been my conduct! Attentive to the profits only, I ſhould have neglected even the annual repairs of the building, and run it out to the mere wreck in which I found it.

THIS, my Lord, is a maxim ſo obvious and ſo generally admitted, that I know not, whether I may not have incurred your cenſure, for thinking it neceſſary thus to ſignify its effects. Under the influence, Sir, of this conſideration, I ſhould have been tempted here to cloſe the ſubject; but from your Lordſhip's recent converſation with Meſſrs Watſon and

Playfair,

Playfair, I find myſelf under the neceſſity of taking notice of the merits of the decreet-arbitral, upon which ſo much ſtreſs ſeems to be laid.

I CALLED at your Lordſhip's houſe ſome time ago, but had not the honour of finding you at home. My deſign then was to have requeſted you would not form an opinion upon the ſubject, without hearing my ſtatement of the matter.

Audi alteram partem, I ever preſumed to believe a given maxim, which no diſtinguiſhed perſonage in a judicial capacity ought ever to loſe ſight of; and I could not entertain the ſmalleſt ſuſpicion, that on this, or any other occaſion, you would not adhere to that golden rule.

READ, Sir, I intreat of you, the ſhort and ſimple miſſive in queſtion; I have annexed it for that purpoſe, with the decreet-arbitral deduced therefrom, and ſome appoſite obſervations upon both. You have only to read, my Lord, I flatter myſelf, to be convinced.

The

The truths in my two letters to the Dean of Faculty, mentioned in his decreet, which alſo accompany this, muſt carry with them their own weight.

I HAVE the honour to be, with the higheſt reſpect,

MY LORD,

Your Lordſhip's

Moſt obedient ſervant,

J. JACKSON.

The Right Honourable
The Lord Advocate for Scotland.

SOME ineffectual meetings, during the courſe of the ſeaſon, having been held, before the arbiter, upon the ſubject in queſtion, on the 19th of Auguſt 1792, the decreet-arbitral was given: the purport of which, in ſeven counts, with obſervations thereon, is hereunto ſubjoined.

PURPORT

OF THE

DECREET-ARBITRAL*.

FIRST. The Honourable Arbiter, finds, That during the continuance of the joint concern, Mr Kemble ſhall have the ſole right of engaging performers, and of being acting manager; giving notice to Mr Jackſon of what engagements he meant to make; and if any damage ſhall ariſe from ſuch engagements, if objected to by the ſaid John Jackſon, the ſame to be made good by the ſaid Stephen Kemble: the loſs to be affixed by neutral perſons, to be choſen by each party.

DECREET-

* The miſſive upon which this decreet arbitral is founded, and which it was meant to ſubſtantiate, is inſerted *verbatim*, page 2.

OBSERVATIONS

UPON THE

DECREET-ARBITRAL.

FIRST. No ſuch ſtipulation was ever entered into, either in writing or verbally; only through courteſy, not as a matter of right, Mr Jackſon conſented, that till his affairs were ſettled, which he ſuppoſed might take up the whole ſeaſon, Mr Kemble ſhould officiate as acting manager. But this the ſaid J. Jackſon conſidered, and declared at the time, both in converſation, and by *letter to Mr Kemble*, to be only optional on his ſide, and no part of the agreement; and by no means to be extended to another ſeaſon, provided the parties continued together, unleſs Mr Kemble's management ſhould be approved of by the ſaid J. Jackſon, and he ſhould conſent to a continuance of the ſame: So Mr Kemble at the time underſtood it, and ſo he expreſſed

DECREET-ARBITRAL.

it in his firſt advertiſement to the public. So was it likewiſe pointedly ſtipulated in the ſcroll drawn up by Mr Playfair. A pleaſant kind of theatrical partnerſhip it muſt have been, where every engagement, or ideal profit, or loſs, muſt have been liable to be ſettled by an eight months arbitration, or an expenſive law plea.

But no reſtriction is placed by the Honourable Arbiter upon a more conſequential part of the buſineſs than that of the ſalary of an actor of perhaps fifteen ſhillings a-week, which might have merited at leaſt the chance of an arbitration; that is, a controul in money matters. Mr Kemble is left at large to erect caſtles on the ſtage, or build caſtles in the air, at an unlimited expence; or he may bring his pageants, that have been exhibited through the various country towns in England; or produce old ſcenes from Newcaſtle, that originally coſt him L.5, and charge for them L.500. Mr Jackſon could have no remedy from the decreet-arbitral, but acquieſcence. Does this conſtitute *an equal concern?*

SECONDLY.

DECREET-ARBITRAL.

SECONDLY. That it was not in the power of the ſaid S. Kemble, to defeat the rights of the ſaid J. Jackſon, to an equal ſhare, in conſequence of any delay on the part of the ſaid J. Jackſon to find the ſtipulated ſecurity, without a declaration from the arbiter, that he was entitled ſo to do. And that it was not in the power of the ſaid J. Jackſon to free himſelf of the ſaid obligation, by refuſing, or delaying to find the ſaid ſecurity.

THIRDLY.

OBSERVATIONS.

SECONDLY. Mr Kemble did however *find the means* of defeating this opinion of the arbiter's; for the ſeaſon paſſed away, and the Theatre cloſed, without the ſaid J. Jackſon being permitted to receive any part of the ſtipulated terms.

Mr Jackson never did refuſe to give the ſtated ſecurity, provided the terms of the miſſive had been fairly and honourably adhered to; nor did he ſhew the leaſt deſire to recede from the contract, till Mr Kemble had broke through the agreement in every inſtance; and till the ſeaſon was ſo far exhauſted, as to render any competent recompence for the injuries Mr Jackſon had ſuſtained by the delay, impoſſible.

The ſecurity expreſsly agreed upon, was repeatedly offered, and every exertion made on the part of the ſaid J. Jackſon, to procure a participation of the joint concern in the Theatre, according to the meaning and preciſe terms of the original agreement, but was conſtantly refuſed.

THIRDLY.

DECREET-ARBITRAL.

THIRDLY. Finds, that none of the facts condescended on by the said J. Jackson, particularly in two letters by him to the Dean of Faculty, are relevant to infer a departure on the side of the said S. Kemble from the agreement, or to enable the said J. Jackson to be free of the contract.

He farther finds, that in all the subsequent submissions, and conversations with the arbiter, that Mr Jackson insisted on his right to have his bond of caution accepted, and his right to half of the emoluments of the season declared: and that the plea, taken up at the *latest hour* of the business, of being free from the contract, was unjust, and could not be sustained.

FOURTHLY.

OBSERVATIONS.

THIRDLY. Was the rejecting the ſtipulated ſecurity, no breach of contract? Was the withholding the weekly allowance; a deprivation of benefits; a refuſal to participate to Mr Jackſon one half of the profits of the ſeaſon; the excluding his family from their box; and declaring through the whole ſeaſon, that the ſaid J. Jackſon had *nothing to do* in the concern: were theſe, and many other injuries and inſults, too numerous to mention, no breaches of agreement?

MR JACKSON did certainly uſe every means in his power, to bring Mr Kemble to a fair and equitable accommodation, at the commencement, and during a great part of the ſeaſon. But after he found all was in vain, and after declarations from the ſaid S. Kemble, inimical in every ſyllable towards the eſtabliſhing a friendly intercourſe; particularly his aſſerting, that he would take care to run Mr Jackſon in debt before the end of the ſeaſon; (a thing very eaſy to accompliſh in the adjuſtment of accompts, where there was to be no controll); and after his affirming,

 that

FOURTHLY. He finds, the ſeaſon being finiſhed without loſs, the delay that took place, as to the ſufficiency of the caution offered by the ſaid J. Jackſon, would be attended with no loſs to the ſaid S. Kemble.

THEREFORE,

that if the ſaid J. Jackſon was to have any concern in the profits, he would ſhut the houſe the moment the rent was paid, and not ſuffer his ſiſter to come down, ſo as to participate any advantage to Mr Jackſon.

THEN indeed Mr Jackſon did declare to the arbiter, in writing, that he could not think of giving any ſecurity, or of having farther intercourſe with Mr Kemble; as believing the agreement infringed upon and broken altogether, on the ſide of the ſaid S. Kemble. This was on the 18th day of April, which could not be called the *lateſt hour* of the buſineſs, as the decreet-arbitral was not given till Auguſt 9th, a ſpace of near four months after.

FOURTHLY. The delay was not on Mr Jackſon's ſide, but obviouſly on that of Mr Kemble, in not accepting of the ſecurity, agreed upon originally, and ſo ſettled by him, before his departure from Edinburgh.

MR JACKSON did offer the ſecurity as originally ſettled, but it appears that Mr Kemble, after his arrival at Sheffield, had

DECREET-ARBITRAL.

THEREFORE, with consent of the said S. Kemble, finds the said J. Jackson entitled to one half of the free profits of the Theatre, without making any allowance to the said S. Kemble, or Mrs Kemble his wife, for their performance.

BUT under the special proviso, that in case the said J. Jackson shall not, within fourteen days, agree to implement this decreet-arbitral, *and every part thereof*, he shall cease to have any right to a share of his profits of the present year; and in case he should afterwards acquiesce, or be compelled to perform his part thereof, by course of law; in that case he finds, that four pounds a-week to Mr Kemble, and the same to his wife, shall be deducted out of the said J. Jackson's share of the profits of the season.

FIFTHLY.

been induced to recede from that part of the agreement. He ſays in a letter to Mr Jackſon, from thence, " I am directed by my friends, not to accept of any ſecurity but ſuch as Mr Gibſon ſhall think ſufficient."

How does it appear that the ſeaſon paſſed without loſs? The fact certainly was ſo, but Mr Kemble has been careful hitherto to ſhew no accompts of thoſe profits to Mr Jackſon. The arbiter does not ſay that he ſaw any ſuch accompts; and his decreet neglects to aſcertain the amount.

SHOULD Mr Kemble refuſe to implement his part of the decreet-arbitral, the arbiter finds no penalty againſt him. No *vice verſa* in that caſe, of four pounds a-week to Mr Jackſon and his wife, to be deducted out of Mr Kemble's half profits. The arbiter takes no notice of, and gives no recompence for the loſs and diſtreſs the ſaid J. Jackſon ſuffered by being deprived of his ſalary, at a time when Mr Kemble knew well, that it was the only reſource the ſaid J. Jackſon then had, for the daily ſubſiſtence of himſelf and family.

FIFTHLY.

DECREET-ARBITRAL.

FIFTHLY. He finds the ſaid S. Kemble, and the ſaid J. Jackſon, bound to continue a joint concern in the Theatre in *time coming*, *preciſely* on the ſame terms as for the preſent year, That is to ſay, on an equal participation of the free profits, finding caution for performance, &c. &c.

AND

OBSERVATIONS.

FIFTHLY. How can this article be inforced or fulfilled? The houſe is at the diſpoſal of the truſtee for the creditors; it was offered by him to Mr Kemble for the ſame rent, and refuſed. He was informed that other offers were made, and would be accepted, but he choſe to remain ſilent.

THE houſe was accordingly advertiſed in the public papers both in Edinburgh and London, and taken by Mrs Eſten at L. 1000. Mr Kemble afterwards offered L. 500, which of courſe was declined.

CAN the decreet-arbitral then compel an impoſſibility? Or how is this part of it conformable to the miſſive? That expreſsly ſays, if either *inclines*, he ſhall be entitled to the ſame ſhare in *time coming*. Does the word *incline* ſignify *you ſhall*, or can the term *option* be converted into *compulſion?* Or, could that difficulty be got over, the Theatre is now *let*, irredeemably ſo, and conſequently, either of the parties concerned being leſſee, is rendered impoſſible.

HERE

DECREET-ARBITRAL

AND in caſe the ſaid J. Jackſon ſhall, by a ſettlement with his creditors, or otherwiſe, regain poſſeſſion of the Theatre, he ſhall be bound and obliged to communicate the ſame to the joint concern, upon receiving L. 500 a-year rent for the two Theatres of Edinburgh and Glaſgow, or ſuch greater ſum, as ſhall be fixed on by his Grace the Duke of Hamilton, and the Right Honourable Henry Dundas.

SIXTHLY.

OBSERVATIONS.

HERE is a ſtretch of power, according to my humble conception, totally inconſiſtent with law. It is no leſs, than the wreſting by violence, L. 500 a-year, out of the hands of the proprietor.

THIS is alſo in direct violation of the former part of this very fifth article, which ſays, that the parties ſhall continue "preciſely upon the ſame footing as the preſent year." Now to be *preciſely upon the ſame footing*, they muſt enter upon the ſame terms; that is, a tack of the Theatres at L. 1200 a-year rent. Or they muſt be put up to roup, and fetch what they will bring. If the parties then become tackſmen, they will enter upon the ſame equal terms.

THE idea of his Grace the Duke of Hamilton, or the Right Honourable Mr Dundas, becoming arbiters, or aſſeſſors, of the rent of a Theatre, is inconſiſtent. They never would ſtep forward by a ſtrong hand, to deprive a ſet of creditors from making the moſt of an

DECREET-ARBITRAL.

OBSERVATIONS.

eſtate veſted in them; or to prevent the ſureties from making good their obligations, by getting the ſame rent for a property, which it formerly brought; or at leaſt, as much as it would fairly and openly fetch.

THIS article is likewiſe beyond meaſure *ultra vires*, as never ſo much as hinted at in the miſſive, and conſequently totally out of the queſtion. It is alſo obviouſly unequal. The ſum, which it muſt coſt Mr Jackſon to regain poſſeſſion of his property, will amount to L. 7000. Of this, by the decreet-arbitral, he is to give Mr Kemble the one half.

NOW ſuppoſe the Theatre was to be ſold, and Mr Kemble ſhould become the purchaſer, is there any clauſe in the decreet-arbitral, that ſhall compel Mr Kemble to participate to Mr Jackſon, the one half of the property? Where then can be the equality, or the impartiality, of this part of the decreet-arbitral?

SIXTHLY. Finds, that it ſhall not be competent to the perſon refuſing to bid for, or become leſſee of the Theatre, in oppoſition to the party willing. And repeats, in caſe the ſaid J. Jackſon regain poſſeſſion of the Theatre, and refuſes to obtemper this decreet-arbitral, he ſhall be bound and obliged to let the ſame to the ſaid S. Kemble, for a rent of L. 500 a-year, till he ſhall chuſe to take a joint concern with him.

SEVENTHLY, Decrees and ordains the party refuſing to pay a fine of L. 500 Sterling, by and attour performance.

OBSERVATIONS.

SIXTHLY. This is rendered unneceſſary, as the Theatre is let, and cannot therefore be bid for, by one, or the other. The latter part of this article is anſwered in the objections to the fifth count.

SEVENTHLY. It is left to the learned in the law to determine, how far a penalty is here competent, as no ſuch thing is mentioned in the miſſive; and, if conſiſtent with the agreement, on which ſide ſhould the forfeit be levied? ſhall it be upon him who has been forcibly thruſt out of the concern, and deprived of every participation of advantage reſulting therefrom? or upon the one who has enjoyed the whole emoluments of the ſeaſon, without the ſmalleſt hinderance or moleſtation from the injured party?

It ſhould here be obſerved, that the moſt material part of the agreement in the *miſſive*, is never hinted at in the *decreet-arbitral*, *viz.* That the profits ſhall be divided weekly. No proviſion is made for, or the leaſt notice taken of this clauſe.

And although, by Mr Kemble's *own ſtate* of the agreement, drawn up by his own man of buſineſs, and by his own particular order, eight pounds a-week, and two *clear benefits*, were to have been enjoyed by Mr Jackſon, ſo as to have placed him upon terms of equality with Mr Kemble; yet, deprived of theſe advantages, which, the benefits particularly *in his ſituation*, could not have been of very inconſiderable import, no recompence, not the ſmalleſt acknowledgement, or reſtitution, is allowed, or the leaſt notice taken of theſe deprivations or loſſes by the arbiter. Can this award be deemed rational or reciprocal?

In ſhort, the Honourable Arbiter, inſtead of deciding upon the joint miſſives, between the parties concerned, has formed an ENTIRE NEW AGREEMENT, compoſed of articles never ſo much as dreamt of by them at the time of exchanging thoſe miſſives; and which, thro' its whole tenor, bears not the ſmalleſt ſimilitude to the true ſpirit of the *original contract*.

EXPLANATORY REMARKS.

On a reperusal of the foregoing sheets, I find it expedient to subjoin a few pages, not only by way of explanation, but also to add fresh matter, which had either escaped my attention, or had not sooner come to my knowledge. In my first address to the Dean of Faculty, I mentioned Mrs Atchmet; concerning whom, as the business had been discussed before the arbiter, and as my observations to him on that occasion were intended for his perusal only, the passage, to a general reader, must therefore appear somewhat obscure, and consequently demands an explanation.

At the time of my agreement with Mr Kemble,

Kemble, among the performers engaged to me for the ſeaſon, I mentioned Mrs Atchmet. I told him that ſhe was *not* in articles, for reaſons I particularly mentioned, and which have been already explained; but that I looked upon her being with me as a certainty. Mr Kemble enquired Mrs Atchmet's ſalary. I told him I had propoſed four pounds a-week. He replied, it was too much, and "hoped in God ſhe would not come; for," ſays he, "ſhe is exactly in Mrs Kemble's and Mrs Whitlock's way, and what ſhall we do with her?" It was agreed upon, that I ſhould write, and give him the earlieſt intimation of her reſolves. I did ſo. My letter informed him, that ſhe thought the ſalary too little. I added, meaning thereby that he might have an opportunity, if he choſe it, of making her a farther offer, *ſhe was at Shrewſbury;* and, in the inſtant, I was not a little pleaſed that I had it in my power to relieve him from an engagement he then deemed ſo great a burthen.

At our firſt interview with the *arbiter*, when every thing *ſeemed* to be in a fair way of adjuſtment, Mr Kemble unexpectedly,

tedly, and, I am ſure, very unjuſtly, laid to my charge the weakneſs of his then company, affirming, that in a letter to him at Sheffield, which he would produce in *half an hour*, I had expreſly declared, that Mrs Atchmet was engaged. I pointedly denied the aſſertion. The Dean at the time thought the matter of ſuch conſequence, as to adjourn the meeting, and to give a *written order* that the letters reſpecting Mrs Atchmet ſhould be produced by both parties. I complied. Mr Kemble did not. The charge therefore which he had thought proper at that period to alledge againſt me, was not ſubſtantiated; and the blame for any deficiency in the company of 1792, muſt conſequently be all *his own*.

My not acceding to the terms of Mr Biſſet's ſcroll, as altered from the original miſſive, was not becauſe I wiſhed to interfere in the ſtage management for the ſeaſon; that I had by choice declined, having occaſion to attend to matters of another nature. My objection was founded upon very different principles; it was, becauſe I could not bring

myſelf to conſent to a reduction of a reverſionary property of conſiderable value.

The property of a Theatre, divided into ſhares, with the *right of management* tacked only to *one*, that individual ſhare, ſo advantaged, becomes of infinitely more value than any of the others. Few theatrical people would wiſh to embark in a ſcheme where they could have no ſway in the conduct of it; and where their money muſt be hazarded upon the caprice of another.

As an inſtance of the validity of the above reaſoning, I ſhall beg leave to obſerve, that when Mr Colman retired from the management of Covent Garden Theatre, the quarter ſhares, of which he poſſeſſed one, were eſtimated at about L.15,000 each. But the right of management, being an appendage by an original contract to Mr Colman's ſhare, it conſequently ſold for more than L.20,000. If my information was correct at the time, I think the purchaſe was L.22,000.

By the ſame rule, the theatrical property of Edinburgh, being divided into halves, and the

right

right of management attached to one of them, that half, ſo circumſtanced, will be of courſe, at leaſt one third more valuable than the other. The idea, therefore, that I, who was ſo well acquainted with theatrical matters, ſhould run with my eyes open into ſo ruinous a meaſure, can only be equalled in abſurdity, by holding out, that when I was going to enter into a partnerſhip for a year in the *rent* of a houſe, I was bargaining to alienate the one half of the property, and expectations of myſelf and family, *for ever*.

" ——— *Credat Judeus appella.*"

No ſuch thing was ever ſpoke of, or hinted, by either myſelf or Mr Kemble, at the time of exchanging the miſſives; nor had I heard the leaſt ſuggeſtion of ſo extraordinary a claim, at the time I addreſſed my two letters to the arbiter; the ſubject, of courſe, was not mentioned in either of them; nor till the purport of the decreet was intimated, had I the leaſt notion that ſuch an extravagant idea could be ſtarted; and therefore had no previous opportunity of diſcuſſing the queſtion.

It will be neceſſary, before I take leave of the ſubject, to appriſe the reader, that while my affairs with my creditors remained unſettled, Mr Kemble, who had contrived to make himſelf *ſole* in the leaſe, invariably objected to my having any concern with him; but no ſooner had I ſettled the compoſition, and had a proſpect of regaining poſſeſſion of my property, than he began to change his *tone*. He then conſented to allow me to become a partner with him, on certain conditions, in the *paſt ſeaſon*, provided I would give up to him one half of *my property for ever*. Is it poſſible for any impartial reader to blame me for declining a bargain ſo confeſſedly unequal?

While my compoſition was pending, Mr Kemble uſed every effort in his power to *prevent it*; and when he was at laſt informed, that, contrary to his expectations, it was completed, he exclaimed, "I could never have thought it: That is the worſt news I have heard ſince I came to Edinburgh *!"

Reader,

* It is evident, that when Mr Kemble, with his uſual *liberality* and *candour*, made this very Chriſtian-like declaration, he had not the ſmalleſt idea of poſſeſſing a claim upon my property.

His

READER, COMMENT UPON THAT!

THE worſt news that Mr Kemble had heard ſince he came to Edinburgh was, that a man in misfortunes ſhould be able to compromiſe with his creditors, and retain bread for his children. To a mind, ſuſceptible of ſo uncharitable an idea, I ſhould recommend the following lines of a great poet:——

"Ne'er be elated, while one man's oppreſs'd;
"Never dejected, while another's bleſs'd."

REPORTS having been induſtriouſly circulated, that the leaſe of the Theatre, for the preſent year, had been privately let, to Mrs Eſten, with an intention to diſappoint Mr Kemble's right, under the decreet-arbitral; and that I had ſtipulated a participation of the profits under that leaſe, in the ſame manner as

His views of equalization had not at that period been ſo far advanced. From November 2. the day the miſſives were exchanged, to March 16. when he was pleaſed to make that ſingular declaration, was a ſpace of fourteen weeks, during all which time Mr Kemble had not embibed the new light of an equal participation. He would otherwiſe have exclaimed, with propriety, "That is the *beſt news* I have heard!" For ſo it muſt have been, if my agreement had obliged me to *divide* the property between us.

as I ſhould have been entitled to from him, had he fulfilled his agreement with me; I find it neceſſary, in explaining my tranſactions with Mr Kemble, to contradict thoſe reports; and, by permiſſion of the truſtee, to recount the circumſtances attending Mrs Eſten's leaſe, in which I have no intereſt or concern whatever, farther than the advantage which may reſult from the rent, after the compoſition to my creditors ſhall be ſatisfied.

I SHALL candidly confeſs, that the principles of the decreet appeared to me ſo very different from the intention of the original agreement, that I had determined to have no concern in a future leaſe of the Theatre, rather than be involved in a partnerſhip, upon terms ſo very unequal, and from which I plainly foreſaw the moſt ruinous conſequences; and this my intention, as the reader has been informed, I communicated both to the arbiter and Mr Kemble, before the decree was iſſued; at the ſame time, I muſt declare, that had it been in my power, which it was not, I would not have uſed any intereſt to prevent his getting, the leaſe as the higheſt bidder; at an inferior

rent,

rent, I certainly ſhould. For whatever my private opinion of Mr Kemble's mode of acting might be, my own, and my family's intereſt, was interwoven with that of my creditors; and it is obvious, the higher the rent, the ſooner theſe would be paid, and thoſe once more provided for.

In my preſence, long before the time for letting a new leaſe, he was offered the Theatre for one or, I believe, for two years, at the ſame rent; but for reaſons not then divulged, he declined the propoſal.

It appeared, that by paragraphs, induſtriouſly circulated in the London papers, where a competition for a leaſe of the Theatre was only to be expected, that effectual meaſures had been uſed to prevent any theatrical perſon from offering, provided a public ſale had taken place; and from what afterwards happened, it was evident that Mr Kemble had formed a plan to procure the leaſe at a rent of L. 500: or at leaſt, that the holders of the patent ſhould fix the rent, inſtead of allowing the Theatres, like any other property, to bring a fair price in the market; a plan which Mr Kem-

ble

ble had no title to infiſt upon, more than any other perſon whatſoever; and which, I have no doubt, from the annexed papers, will appear in itſelf unjuſt.

At a general meeting of creditors, held the 21ſt of July laſt, theſe facts were ſtated, when the truſtees were authoriſed to let the Theatres, either by public roup or private bargain, as they ſhould judge neceſſary; and at this meeting Mr Kemble's agent was preſent. The leaſe was immediately advertiſed in the different Edinburgh papers, and in ſome of thoſe in London,

The truſtees having received no offer from Mr Kemble, entered into an agreement with Mrs Eſten; and the report of their conduct was communicated to the creditors, at a meeting called for that purpoſe, on the 3d of September, where a memorial, containing a ſtatement of the tranſaction, was laid before them*.

The creditors, after conſidering this memorial, with every objection that Mr Kemble's agent could ſuggeſt, approved of the pro-

* See Appendix, No. I.

proceedings of the truſtees, and authoriſed them to carry the tranſaction into effect; to publiſh their approbation in the newſpapers, and to tranſmit a memorial of the caſe to the Duke of Hamilton and the Right Honourable Mr Dundas, as holders of the patent.

It may be proper to inform the public, that the Duke gave a direct conſent to the leaſe, and Mr Dundas, the other truſtee, has declared in writing, that he will not interfere in the matter on the preſent occaſion.

The reader will not probably be inclined to believe, that Mr Kemble could form ſo wild a ſcheme, as that of compelling a body of creditors to accept of a rent which was inadequate to the value of the ſubject, from which they were to expect payment, and, of courſe, to inrich himſelf at their expence. That he, however, did ſo, appears from his letter to the truſtees, whoſe reply, for the reaſons there ſtated, put a direct negative upon it.

I shall requeſt the reader to decide whether the truſtee, in juſtice to the truſt repoſ-

ed in him, could have acted otherwise. I must certainly have deemed his conduct highly reprehensible, had he accepted of L.500 from any person whatsoever, when he could have procured L.1000. And I can hardly suppose there is a single creditor, or a disinterested individual among the world at large, that would dissent from this opinion.

WHETHER Mr Kemble's claim intitles him to the support of the public, in pretending to open a Theatre, in opposition to that established by law, which has served for the entertainment of this metropolis for almost thirty years, and which he has publickly advertised his intention of doing, contrary to the existing laws of the kingdom, I leave to the reader's determination. In order to be enabled to decide upon the subject with precision, I am humbly of opinion, that I cannot conclude the present subject better, than by laying before the public an abstract of the penal statutes relating to theatrical representations in Scotland.

STATUTE, 12*th* QUEEN ANNE,

ENTITLED, "An act for the more effectual punishing

punifhing rogues, vagabonds, fturdy-beggars, and vagrants."

"THAT all perfons pretending themfelves to be patent-gatherers, or collectors for prifons, goals or hofpitals, and wandering abroad for that purpofe; all fencers, bear-wards, common players of interludes, minftrels, jugglers, &c. &c. fhall be deemed rogues and vagabonds."

"THAT any perfon apprehended as a rogue or a vagabond, may, if the juftice or juftices think proper, be ordered to be ftripped naked from the middle, and openly whipped, until his or her body be bloody; or may be fent to the houfe of correction, there to be kept at hard labour; or to the common goal of the faid county, there to remain until the next quarter feffion, to be holden for the faid county."

10*th* GEORGE II. *February* 1. 1736.

"WHEREAS, by an act of parliament made in the twelfth year of her late majefty Queen Anne, it was enacted, "That all perfons pre-

tending themſelves to be patent-gatherers, or collectors for priſons, goals, or hoſpitals; all fencers, bear-wards, common players of interludes, and other perſons therein named and expreſſed, ſhall be deemed rogues and vagabonds.

"And whereas ſome doubts have ariſen, concerning ſo much of the ſaid act as relates to common players of interludes; now, for explaining and amending the ſame, be it declared and enacted, that from and after the 24th day of June 1737, any perſon who ſhall for hire, gain, or reward, act, repreſent, or perform, or cauſe to be acted, repreſented, or performed, any interlude, tragedy, comedy, opera, play, farce, or other entertainment of the ſtage, or any part or parts thereof, in caſe ſuch perſon ſhall not have any legal ſettlement in the place, where the ſame ſhall be acted, repreſented or performed, without authority, by virtue of letters patent from his Majeſty, or a licence from the Lord Chamberlain, ſhall be deemed a rogue and a vagabond, and ſhall be liable to all ſuch penalties and puniſhments as are appointed by the ſaid act.

"And

" And be it further enacted, that if any perſon *having*, or *not having*, a legal ſettlement as aforeſaid, ſhall, for hire, gain, or reward, act, repreſent, or perform, or cauſe to be performed, &c. Every ſuch perſon ſhall, for ſuch offence, forfeit the ſum of fifty pounds. And, in caſe the fifty pounds be paid, ſuch offender ſhall not, for the ſame offence, ſuffer any of the pains or penalties inflicted by the ſaid recited act."

" And for offences committed in that part of Great Britain, called Scotland, by action of ſummary complaint before the Court of Seſſion or Juſticiary there; or for offences committed in any part of Great Britain, in a ſummary way, before two juſtices of the peace, for any county or place where the offence ſhall be committed, by the oath or oaths of *one* or more witneſſes, to be levied by diſtreſs, the overplus to be returned; and for want of effects, to be put to the houſe of correction, or county goal, to hard labour, for any time not exceeding ſix months: one half of the penalty to the informer, the other to the poor of the pariſh.

" And,

10*th* GEORGE III. *c.* 27.

"AND, whereas a licenced play-houſe is much wanted in that part of the united kingdom called Scotland, be it therefore further enacted, That it ſhall and may be lawful to his Majeſty, his heirs and ſucceſſors, to grant letters patent, for eſtabliſhing a theatre or play-houſe in the city of Edinburgh, or ſuburbs thereof, which ſhall be intitled to all the privileges, and ſubjected to all the regulations to which any theatre or play-houſe in Great Britain is intitled and ſubjected*."

Anno 28*th* GEORGII III. 1788.

"AN act to enable juſtices of the peace to licence theatrical repreſentations occaſionally, under the reſtrictions therein contained.

"THAT it ſhall and may be lawful to and for the juſtices of the peace of any county, to grant a licence for the performance of ſuch tragedies, comedies, interludes, operas, plays, or farces, as

* The original patent was granted September 2. 1767, and renewed October 12. 1788.

as now are, or hereafter ſhall be acted, performed, or repreſented, at either of the patent or licenced theatres in the city of *Weſtminſter*, or as ſhall, in the manner preſcribed by law, have been ſubmitted to the inſpection of the Lord Chamberlain, ſo as ſuch place be not within twenty miles of the cities of *London*, *Weſtminſter*, or *Edinburgh*."

APPENDIX.

No. I.

September 3. 1792.

MEMORIAL

FOR THE

CREDITORS of JOHN JACKSON, *at their Meeting held on the 3d day of September.*

MR PLAYFAIR, for himself, and the other trustee, stated to the meeting, that, in consequence of the resolution of the last general meeting, the trustees had immediately inserted advertisements in the Edinburgh and London newspapers, bearing, that the Edinburgh and Glasgow Theatres were to be let by private bargain *.

THAT, previous to these advertisements, offers had been made for a lease of the Theatres, at a very respectable rent, from two different quarters: That, antecedent also to these advertisements, and previous to the last meeting, he, in order to know the inten-

 tions

* The meeting was held 21st July, and the Theatres were advertised 24th July.

tions of Mr Kemble, the present lessee, did, in a conversation with him, offer to give him a lease for another year, or even for two, at the present rent, which Mr Kemble declined.

That Mr Playfair, about the time of the last meeting, discovered, that Mr Kemble had formed a resolution to use every means in his power, to prevent offerers from coming forward for the Theatres, and by that means, to get them for himself, at the low rent of L.500 Sterling. That, with this view, paragraphs were inserted in the London newspapers, and industriously circulated, importing that Mr Kemble had got a perpetual right to half the property, and to the sole management, by a decision of the Dean of Faculty; particularly, a paragraph to this effect, which appeared in the Star, and other London papers, at the very time that the Theatres were advertised here *.

Although no decision of the Dean of Faculty, in a private dispute between Mr Jackson and Mr Kemble, could affect the rights and interests of the creditors, or of the gentlemen who stood forward as sureties for the composition payable to them; yet it became necessary to counteract and disappoint the effects of these reports, otherwise there would have remained no competitors to bid for the Theatres, and Mr Kemble would have got the lease at any rent he thought proper.

It

* See No. IV. and V.

It was impoſſible to obviate theſe difficulties, without an interview with the perſons who were to take the leaſe. With that view, Mr Playfair went to London, and after ſome negotiation, concluded an agreement with Mrs Eſten*, containing a proviſion, that the conſent of the holders of the patent, or permiſſion to act under it, ſhould be procured, agreeable to the minutes of the meeting. In order to obtain this, applications have been made to the Duke of Hamilton and Mr Dundas. The Duke has given his conſent, but Mr Dundas has not yet returned any anſwer†.

In Mr Playfair's abſence, Mr James Gibſon, as agent for Mr Kemble, wrote a letter to Mr King, the other truſtee, offering a rent of L. 500 Sterling, for the Theatres, or ſuch other rent as ſhould be fixed upon by the Duke of Hamilton and Mr Dundas. The letter is here referred to ‡. Alſo the anſwer by Mr Playfair on his return. This letter contains concluſive evidence of the plan which Mr Kemble had laid down, of obtaining the Theatres at an under-value, and that he and his adviſers conſidered, that the influence of the holders of the patent might be uſed as an inſtrument to compell the creditors to come into that meaſure.

The truſtees have too high an opinion of the honour and candour of the Noble Duke, and the Right Honourable Gentleman, in whoſe names the

* 10th Auguſt 1792.

† His anſwer has ſince been received, ſee page 97.

‡ See page 110. No. II.

patent is held, to ſuppoſe that they could lend their influence to a meaſure ſo obviouſly unjuſt, and which would ſo effectually injure the private rights and property of every individual connected with the Theatre. Beſides, that every property is fairly worth to its proprietor, what it will bring in the public market, it is eaſy to ſhow, that the rent propoſed is altogether inadequate for the two Theatres; and that the attempt made by Mr Kemble, to compel the creditors to give it at that rent, is therefore highly unjuſt,

Twenty years ago, the Theatre of Edinburgh alone was let for five hundred guineas a-year, when it had neither ſcenery nor decorations to half its preſent value. As the town is increaſed, and of courſe, the demand for theatrical amuſements, a higher rent may now be given than twenty years ago, other matters remaining on an equal footing. Beſides that, ſurely the Glaſgow Theatre, which coſt Mr Jackſon more than L. 2000 Sterling, is worth ſome rent.

Mr Jackson can eaſily inſtruct, that the Theatre, as it now ſtands, has coſt him not leſs than L. 7000 Sterling; that to keep the fabric, the ſcenery, wardrobe, &c. in proper repair, coſt him hitherto, annually, not leſs than L. 300 Sterling; and as theſe muſt be ſtill kept in repair, it is ſubmitted, that a rent of L. 1000 Sterling is nothing more than an adequate recompenſe

recompenſe for the ſums laid out ; and that the idea of its being an unreaſonable burden impoſed upon the public amuſements of the city, is without foundation. The truſtees are confident, that if theſe facts are ſtated to the holders of the patent, they will not refuſe their conſent. It is therefore propoſed, that this meeting ſhall approve of the tranſaction made by Mr Playfair with Mrs Eſten, and appoint the ſame to be carried into effect; and alſo authoriſe the truſtees to ſtate the facts above mentioned in a memorial to the holders of the patent.

It was further ſtated, that ſince the buſineſs of letting the Theatres to Mrs Eſten became public, the ſupporters of Mr Kemble had, by paragraphs in the newſpapers, and otherwiſe, attempted to call in queſtion her right to the leaſe, as well as that of the creditors to grant it. How far a conſpiracy of this ſort might deſerve public proſecution and puniſhment, might be a matter for future deliberation. At preſent, it was ſubmitted, that the creditors ought, in juſtice to themſelves, to authoriſe an advertiſement to be put into the London and Edinburgh newſpapers, by their authority, expreſſive of the circumſtances and facts of their having let the Theatres as before recited.

No. II.

Edinburgh, 10th August 1792.

SIR,

ON the part of Mr Stephen Kemble, manager of the Theatre Royal, Newcastle, I hereby make offer to you, as one of the trustees on the estate of Mr John Jackson, of the sum of five hundred pounds Sterling, for a lease for one year, from the 2d day of November next, of the Theatres of Edinburgh and Glasgow. Mr Kemble will, besides the above sum, pay the whole public burdens due from both Theatres.

OR Mr Kemble will pay such rent as shall be fixed by his Grace the Duke of Hamilton, and the Right Honourable Henry Dundas, the patentees. He will find unexceptionable security for performance of his engagements; and if the trustees chuse it, he will extend the lease to such longer period of time as they shall settle with him. I am,

SIR,

Your most obedient servant,

JAMES GIBSON.

Mr John King, accomptant in Edinburgh.

No.

No. III.

SIR,

YOUR letter, addressed to Mr King, dated the 10th of August 1792, was sent by him to me this day, containing an offer of L. 500.

THE offer is altogether inadequate, and at whatever period it had been made, it would not have been accepted. It is now, however, two late, as I have agreed provisionally to let the Theatre for L. 1000 to Mrs Esten, in consequence of the powers from the last meeting of creditors.

FOR your delay in not offering, you can only blame yourself; as I told you in Princes-street, a day or two after the Theatres were advertised, that I had offers, which would be accepted of, if Mr Kemble did not come forward in time.

As to the offer being in any respect adequate, your knowledge in the business, when acting for the former trustee, must satisfy you to the contrary.

LAST year, you did not hesitate to declare, that you would shut up the Theatre, rather than take such a rent, or allow any persons whatever to control the rent. What reason there is for altering your opinion so completely this year, you can best explain.

As

As to a reference of the rent to the Duke of Hamilton and Mr Dundas, had you made ſuch a propoſal at the meeting of creditors, you would have known their ſentiments. Although I entertain a very great reſpect for the Noble Duke and Mr Dundas, I ſhould doubt how far a reference would be a proper mode of diſpoſing of the property of creditors; and I am confident, that neither of them would incline to enter into ſuch a buſineſs. I am, &c.

ROBERT PLAYFAIR.

No. IV.

EDINBURGH THEATRICALS.

THE conteſt for manager of this Theatre is at laſt ended. On Wedneſday the 18th inſtant, the Dean of Faculty ſettled it thus: That Mr Kemble, who this year rents the Theatres of the creditors of Mr Jackſon, the late manager, at the enormous rent of L. 1360, is to pay Mr Jackſon half the profits ariſing this ſeaſon; and every other ſeaſon after, Mr Kemble is to be proprietor with Jackſon, and ſole manager, for which he is to be allowed a ſalary out of the profits; and that ſalary to be hereafter appointed by the Dean of Faculty.

AT

At first sight, it may appear not equitable, that Mr Kemble should give Jackson half the profits of this year, after hazarding so large a sum for the rent. It is thus explained: Subsequent to Mr Kemble's taking the Theatre, he made Jackson a voluntary offer of half the concern, provided Jackson found security for his part of the rent. This Jackson accepted, but did not produce that security which Kemble approved. This matter was left to the decision of the Dean of Faculty, which he determined as above.

The season has been so successful, as to yield considerable profits: So, though Kemble gives up the half of these profits, he has got in return half of the property, while Jackson has any concern in it. This speculation, therefore, has been ultimately good.

Jackson has too long suppressed the public entertainment. The whole of his conduct has appeared inexplicable, though he has held the Theatres for eleven years.

Argus, 28*th July* 1792.

* The decreet-arbitral was not issued till August 9th, but the purport of it was thus anticipated in the above advertisement, which was inserted by an intimate of Mr Kemble's, who confessed that he did it *to prevent bidders*, of which I shall produce proo when required.

No. V.

TO THE PUBLIC.

LONDON.

KEMBLE writes, that he is ſafe in the *Edinburgh* Theatre—that the *Dean of Faculty* aſſures him no other Perſon ſhall have the Houſe; and if any Company ſhould open *another*, *he* will commit them to priſon for *ſturdy vagrants* and *vagabonds*.—They who therefore engage here, will do well to conſider this *threat*.

PUBLIC LEDGER,
Aug. 28. 1792.

There were a variety of other advertiſements in the different papers in London, to the ſame purport, the contents of which were MALICIOUS, SCANDALOUS, and FALSE.

THE

HISTORY

OF THE

SCOTTISH STAGE

WILL BE

READY FOR PUBLICATION IN A FORTNIGHT;

IN WHICH WILL BE INSERTED,

LISTS OF PERFORMERS

For Ten Years Past;

WITH

A VARIETY OF STAGE ARCANA AND INCIDENTS

DURING THAT PERIOD;

NOW FIRST MADE PUBLIC;

IN WHICH

The Conduct of the Author, as Performer and Manager for Thirty Years *past, is consequently involved.*